

Franklin County Courthouse II  
Courthouse Square  
Hampton  
Franklin County  
Iowa

HABS No. IA-120

HABS  
IOWA  
35-HAMP,  
1-

PHOTOGRAPH

WRITTEN HISTORICAL AND DESCRIPTIVE DATA

Historic American Buildings Survey  
National Park Service  
Department of the Interior  
Washington, D.C. 20240

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HISTORIC AMERICAN BUILDINGS SURVEY

FRANKLIN COUNTY COURTHOUSE II

HABS No. IA-120

Location: Courthouse Square, Hampton, Franklin County, Iowa

Statement of Significance: The design of this building is an example of the late use in a rural locality of the simple overall form and the orderly repetition of openings that characterized the Greek Revival style of the second quarter of the nineteenth century. There were many buildings in the state thus simply designed. In addition, surviving public records provide some indications of the community process of making architectural decisions in 1865.

HISTORICAL INFORMATION

Physical History

1. Dates of erection: 1866-1867. The contract for construction was signed on 3 Jan. 1866 and the building was completed and accepted on 8 Jan. 1867 (1, pp. 210, 253). The building was in use until 1890, when it was condemned. It was replaced on the same site by the present courthouse, on which construction began in the Spring of 1890 (3, p. 136).
2. Architect: None. Usiah Weeks, the builder, prepared the drawings and specifications (1, pp. 195, 202).

3. Original and subsequent owners: Franklin County, Iowa.
4. Builders, suppliers, etc.: Usiah Weeks (1, p. 202).

A newspaper article written near the time at which the contract was signed mentions both Weeks and W. H. Personnett, at that time deceased, as "contractors for building the house" (2, p. 3). Personnett's name does not occur in the minutes of the Board of Supervisors, so he was not Weeks' legal partner. Nothing further is known. The same article also mentions that Rother and Gale executed the masonry (2, p. 3).

5. Original plans and construction: On 13 Nov. 1865, Usiah Weeks "presented a plan" for a new county courthouse to the Board of Supervisors. The board inspected the plan thoroughly, so it must have consisted of some type of preliminary drawings, for the board, on deciding to build, instructed Weeks to prepare a "working plan" and specifications and file them with the clerk of the board by 18 November. The board also moved to receive proposals from builders until 4 December, on which date the board would meet and contract for construction. On that date the board met and let the job to Weeks as the "best and lowest bidder" (1, pp. 195, 199). We have here a situation in which a builder prepared preliminary drawings for the building design and on the basis of these was asked to prepare working drawings and specifications. No remuneration for these services was yet recorded. Having completed this work, competitive bids

for construction were received, and it happened that Weeks' was the lowest. The board wished to handle construction by means of the newer contract for total services, not by the earlier method of a contract for prices, under which the contractor gives his rate for a certain quantity of work as measured upon completion of the work. With the contract for prices the need for drawings is much less. With the new system in urban localities the emerging architectural profession would supply the contract documents. In rural places, it was the builder often who supplied them, for there were no architects there, and the rural people did not go to the cities for an architect as they did later when the construction of buildings became more complex. For example the present courthouse, built in 1890 and 1891, was designed by T. D. Allen, and architect in Minneapolis (3, p. 136).

On the second through fifth days of the December session the board met and spent almost all of its time "deliberating upon the plans, contract and specifications for building the courthouse". On the sixth day, 9 Dec. 1865, the board moved to construct the building according to modified plans and specifications which Weeks had presented them, and it entered into a contract with him, allowing him a first payment immediately (1, pp. 200, 201, 202). Meeting again on 3 Jan. 1866, the board found that its contract of 9 Dec. 1865 with Weeks was not legal. The

contract had been for the sum of \$18,000, and Weeks had been paid \$1000 on 9 Dec. 1865. The county was found, however, to be under obligation to Weeks for his labor in drafting and for other labor, in case the contract were not performed. Weeks was willing to compromise, so the previous contract was rescinded, Weeks was allowed to keep as compensation his \$1000 already received, and a new contract was signed by which Weeks agreed to build the courthouse for \$12,500 according to the plan adopted at the November meeting of the Board of Supervisors. The cost associated with that plan had been \$13,500. Omission of the cellar was agreed upon now as the means of lowering the cost to \$12,500 (1, pp. 209, 210).

The January minutes clarify certain items of the design procedure. The deliberations of the board appear to have resulted in a modified plan that would have added \$4,500 to the overall cost of the building, assuming Weeks' \$1000 for preparing contract documents as part of this total cost. The illegality of the 9 Dec. contract appeared as a convenient way to renegotiate the cost of the building. There may have been public objection to the large increase in its price. The occasion was also taken as an opportunity to compensate Weeks for design services and preparation of the drawings and specifications. The fee of \$1000 on a contract price of \$17,000 amounts to close to 6%, not an unreasonable fee by present day standards, but excessive in terms of the standards

of the time. A. H. Piquenard received only \$2000 for architectural services in connection with the Madison County Courthouse in Winterset, and that building cost roughly \$118,000. Weeks seems to have been dealt with liberally, for the other labor mentioned must not have amounted to very much, or it would have been described in detail. In fact, the omission of the cellar probably was the "trade" for the cost of Weeks' design services, thinking in terms of the original \$13,500 for the plans of November.

In June the Board of Supervisors appointed two men as an inspection committee to inspect the construction as it progressed to be sure that it followed the letter of the contract. They were also to superintend the making of progress payments to the contractor as they fell due according to the contract. On the day preceeding the appointing of the committee, Weeks had presented a petition to the board for altering the stonework of the building, and the board turned him down (1, pp. 228, 231). One wonders if the petition made the board suspicious of Weeks. However, no further entries appear in the minutes about any difficulties with the building. On 8 Jan. 1867 Weeks announced completion of the building, and the board accepted it. It was moved to insure it for \$6000 with Phoenix Insurance Co. of Hartford, Conn., and the purchase of three stoves was authorized for heating the building. The care of the building was entrusted to the Clerk of

the Board, and he was not to open it for religious or secular meetings, nor for exhibitions or dances (1, pp. 252, 253).

The building is described in a newspaper article written shortly after its completion as constructed of cream-colored limestone "which abounds in our county". The building was 70 feet long and 40 feet wide and measured 60 feet from the ground to the top of the cupola surmounted by a vane. On the first floor was a central hall ten feet wide running the full length of the building. On one side there were two rooms, each about 18 feet by 20 feet, whose use was not given. On the other side were two rooms, each 18 feet by 30 feet "designed for the use of the County Treasurer and the Clerk of the District Court". These two rooms communicated with each other and had counters and tables. Each of them also had fireproof vaults six feet square "surrounded by solid masonry two feet thick". There was also a vestibule at the first floor, and at either side of it was a stairway leading to the second story, where a 14 foot wide hall extended across the building. Two doors lead from this hall to the main hall (i.e., large room) which was 44 1/2 feet by 52 feet in size and was "furnished with settees". The floor heights are given as 12 feet for the first floor and fourteen feet for the second (2, p. 3).

6. Alterations and additions: Not known.

Sources of Information

Primary or unpublished sources:

- (1) Franklin County, Iowa. Minute Book of Board of Supervisors, Volume A.

Secondary or published sources:

- (2) "Our Courthouse". Franklin Weekly Reporter, Hampton, Iowa, 11 Jan. 1867.
- (3) Stuart, I. L., editor. History of Franklin County, Iowa, Chicago: S. J. Clarke, 1914.

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